

CHAPMAN AND CUTLER

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RECORDATION NO. 18015 FILED 1426

FEB 25 1993 2-05 PM

February 24, 1993

RECORDATION NO. 18015 FILED 1425

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INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

Re: Western Resources, Inc.
Leveraged Lease Financing of Rotary Dump Gondola Cars

Dear Mr. Strickland:

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code, two originals of each of the two secondary documents described below, which secondary documents are related to the two previously recorded primary documents identified below. As one of the attorneys representing the Note Purchaser in this transaction, I have knowledge of the matters described in this letter.

The enclosed secondary documents are as follows:

(1) Lease Supplement No. 3, dated as of February 22, 1993, between Shawmut Bank Connecticut, National Association, formerly known as The Connecticut National Bank, as Lessor, and Western Resources, Inc., as Lessee; and

(2) Security Agreement Supplement No. 3, dated as of February 22, 1993, between Shawmut Bank Connecticut, National Association, formerly known as The Connecticut National Bank, as Owner Trustee, and Wilmington Trust Company, as Security Trustee.

The primary documents to which the enclosed secondary documents are connected are as follows:

(1) Railcar Lease, dated as of November 30, 1992 (the "Lease"), between The Connecticut National Bank, as lessor (the "Lessor"), and Western Resources, Inc., as lessee (the "Lessee") which was recorded on November 30, 1992 and assigned recordation number 18015; and

(2) Security Agreement - Trust Deed, dated as of November 30, 1992 (the "Security Agreement"), between The Connecticut National Bank, as owner

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trustee (the "*Owner Trustee*"), and Wilmington Trust Company, as security trustee (the "*Security Trustee*") which was recorded on November 30, 1992 and assigned recordation number 18015-A.

The capitalized terms used herein and not otherwise defined herein shall have the respective meanings specified in Annex 1 to the Security Agreement.

The names and addresses of the parties to the documents are as follows:

LEASE SUPPLEMENT NO. 3

Lessee: Western Resources, Inc.
818 Kansas Avenue
Topeka, Kansas 66612

Lessor: Shawmut Bank Connecticut, National Association,
formerly known as The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

SECURITY AGREEMENT SUPPLEMENT NO. 3

Owner Trustee: Shawmut Bank Connecticut, National Association,
formerly known as The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

Security Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

The Lease Supplement No. 3 and the Security Agreement Supplement No. 3 provide, *inter alia*, for the reoptimization of the debt in accordance with Section 9.11 of the Participation Agreement, Section 6(f) of the Lease and Section 6.5 of the Security Agreement.

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A fee of thirty-two dollars (\$32.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

Michael G. McGee, Esq.
Chapman and Cutler
111 West Monroe
Chicago, Illinois 60603

A short summary of each of the documents to appear in the index follows:

(1) LEASE SUPPLEMENT NO. 3:

Lease Supplement No. 3 between Shawmut Bank Connecticut, National Association, formerly known as The Connecticut National Bank, as Lessor, 777 Main Street, Hartford, Connecticut 06115, and Western Resources Inc., as Lessee, 818 Kansas Avenue, Topeka, Kansas 66612, dated as of February 22, 1993, providing for the reoptimization of the debt in accordance with Section 9.11 of the Participation Agreement and Section 6(f) of the Lease. The Lease Supplement No. 3 is related to the Lease which was previously recorded and assigned recordation number 18015.

(2) SECURITY AGREEMENT SUPPLEMENT NO. 3:

Security Agreement Supplement No. 3 between Shawmut Bank Connecticut, National Association, formerly known as The Connecticut National Bank, as Owner Trustee, 777 Main Street, Hartford, Connecticut 06115, and Wilmington Trust Company, as Security Trustee, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, dated as of February 22, 1993, providing for the reoptimization of the debt in accordance with Section 9.11 of the Participation Agreement and Section 6.5 of the Security Agreement. The Security Agreement Supplement No. 3 is related to the Security Agreement which was previously recorded and assigned recordation number 18015-A.

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If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3767) or Karl Williams (312-845-3892).

Sincerely,

CHAPMAN AND CUTLER

By Michael McGee
Michael G. McGee

MGM/cs
Enclosure

LEASE SUPPLEMENT NO. 3

FEB 25 1993 2-05 PM

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 3 dated as of February 22, 1993 between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, formerly known as The Connecticut National Bank, not individually but solely as Owner Trustee ("Lessor"), and WESTERN RESOURCES, INC., a Kansas corporation ("Lessee"),

WITNESSETH:

1. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of November 30, 1992 (the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. Except as otherwise provided herein, the terms defined in the Lease shall have the same meanings when used herein.

2. Lessor and Lessee have heretofore entered into (i) Lease Supplement No. 1 dated as of November 30, 1992 (the "Lease Supplement No. 1") providing for the Lease to apply to the rotary dump gondola cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 1, and (ii) Lease Supplement No. 2 dated as of December 23, 1992 (the "Lease Supplement No. 2") providing for the Lease to apply to the rotary dump gondola cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 2.

NOW, THEREFORE, in order to account for reoptimization adjustments to Fixed Rent, Stipulated Loss Value and Termination Value in accordance with Section 6(f) of the Lease, Lessor and Lessee hereby agree to the following:

(i) Exhibit C to the Lease is hereby deleted in its entirety and replaced with the Schedule of Fixed Rent set forth in Attachment A attached hereto.

(ii) Exhibit D to the Lease is hereby deleted in its entirety and replaced with the Schedule of Stipulated Loss Value and Termination Value set forth in Attachment B attached hereto.

This Lease Supplement No. 3 has been executed in several counterparts. To the extent, if any, that this Lease Supplement No. 3 constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease Supplement No. 3 may be created through the transfer or possession of any counterpart hereof other than the "Counterpart No. 1". This Counterpart is Counterpart No. 2 of 10. Certain rights of Lessor under the Lease and this Lease Supplement No. 3 have been assigned as security to, and are subject to a security interest in favor of, Wilmington Trust Company, as Security Trustee under the Security Agreement-Trust Deed dated as of November 30, 1992 between Lessor and the Security Trustee, for the benefit of the holders of the Notes referred to therein.

(iii) Schedule 2 to each of Lease Supplement No. 1 and Lease Supplement No. 2 is hereby deleted in its entirety and replaced with the Schedule of Fixed Rent and Schedule of Stipulated Loss Value and Termination Value set forth in Attachment C attached hereto.

Interim Rent shall remain unchanged.

Each party hereby represents and warrants that this Lease Supplement No. 3 has been duly authorized, executed and delivered by it and is in full force and effect.

This Lease Supplement No. 3 shall be construed as supplemental to the Lease and Lease Supplement No. 1 and Lease Supplement No. 2 and shall form a part of each such instrument and, except as modified hereby, each such instrument is hereby ratified, approved and confirmed.

This Lease Supplement No. 3 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Lease Supplement No. 3 shall in all respects be governed by and construed in accordance with, the laws of the State of Kansas, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed,
all as of the day and year first above written.

WESTERN RESOURCES, INC.

By William B. Moore
Its
Vice President - Finance

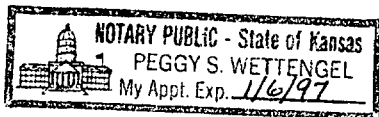
THE CONNECTICUT NATIONAL BANK, not
individually but solely as Owner Trustee

By _____
Its

STATE OF KANSAS)
) SS.:
COUNTY OF SHAWNEE)

On this, the 19th day of February, 1993, before me, a Notary Public in and for said County and State, personally appeared William B. Moore, the V.P., Finance of WESTERN RESOURCES, INC., who acknowledged himself to be a duly authorized officer of WESTERN RESOURCES, INC., and that, as such officer, being authorized to do so, he executed the foregoing instrument on February 19, 1993 for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Peggy S. Wettengel
Name: Peggy S. Wettengel
Notary Public
My Commission Expires: 1/6/97
Residing in Shawnee County

[SEAL]

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this, the _____ day of February, 1993, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of The Connecticut National Bank, who acknowledged himself to be a duly authorized officer of The Connecticut National Bank, and that, as such officer, being authorized to do so, he executed the foregoing instrument on February ___, 1993 for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

[SEAL]

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed,
all as of the day and year first above written.

WESTERN RESOURCES, INC.

By _____
Its

SHAWMUT BANK CONNECTICUT, N.A. FORMERLY KNOWN AS
THE CONNECTICUT NATIONAL BANK, not
individually but solely as Owner Trustee

By Debra A. Johnson
Its CORPORATE TRUST officer

STATE OF KANSAS)
) SS.:
COUNTY OF SHAWNEE)

On this, the _____ day of February, 1993, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of WESTERN RESOURCES, INC., who acknowledged himself to be a duly authorized officer of WESTERN RESOURCES, INC., and that, as such officer, being authorized to do so, he executed the foregoing instrument on February ___, 1993 for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name:
Notary Public
My Commission Expires:
Residing in _____

[SEAL]

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this, the 17th day of February, 1993, before me, a Notary Public in and for said County and State, personally appeared DEBRA A. JOHNSON, the CORP. TRUST OFFICER of Shawmut Bank Connecticut N.A., who acknowledged herself to be a duly authorized officer of Shawmut Bank Connecticut N.A., and that, as such officer, being authorized to do so, she executed the foregoing instrument on February 17th, 1993 for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name: **DAWN PICCOLI HEINTZ**
Notary Public **NOTARY PUBLIC**
My Commission Expires: **MY COMMISSION EXPIRES MAY 31, 1997**
Residing in PLAINVILLE, CT 06062

[SEAL]

Attachment A

Schedule of Fixed Rent

Split Rent Schedule in Percentages of Purchase Price

RENT PAYMENT DATE	TOTAL RENT	ADVANCE RENT	ARREARS RENT
28 Nov 1993	2.92488522		2.92488522
28 May 1994	4.77429748		4.77429748
28 Nov 1994	2.85303556		2.85303556
28 May 1995	4.84614715		4.84614715
28 Nov 1995	2.77560317		2.77560317
28 May 1996	4.92357953		4.92357953
28 Nov 1996	2.69215429		2.69215429
28 May 1997	5.00702841		5.00702841
28 Nov 1997	2.60222143	0.29246662	2.30975481
28 May 1998	5.09696127		5.09696127
28 Nov 1998	2.50530079	0.19554598	2.30975481
28 May 1999	5.19388192		5.19388192
28 Nov 1999	2.40084941	0.09109460	2.30975481
28 May 2000	5.29833329		5.29833329
28 Nov 2000	2.30975481		2.30975481
28 May 2001	5.38942789		5.38942789
28 Nov 2001	2.30975481		2.30975481
28 May 2002	5.38942789		5.38942789
28 Nov 2002	2.30975481		2.30975481
28 May 2003	5.38942789		5.38942789
28 Nov 2003	2.82303366		2.82303366
28 May 2004	6.58707854		6.58707854
28 Nov 2004	2.82303366		2.82303366
28 May 2005	6.58707854		6.58707854
28 Nov 2005	2.82303366		2.82303366
28 May 2006	6.58707854		6.58707854
28 Nov 2006	2.82303366		2.82303366
28 May 2007	6.58707854		6.58707854
28 Nov 2007	2.82303366		2.82303366
28 May 2008	8.19146395	1.60438542	6.58707854
28 Nov 2008	1.21864824		1.21864824
28 May 2009	8.47330746	1.88622893	6.58707854
28 Nov 2009	0.93680473		0.93680473
28 May 2010	8.77793539	2.19085685	6.58707854
28 Nov 2010	0.63217681		0.63217681
28 May 2011	9.10718964	2.52011110	6.58707854
28 Nov 2011	0.30292256		0.30292256
28 May 2012	9.41011220	2.82303366	6.58707854
28 Nov 2012	0.00000000		
28 May 2013	6.58707854		6.58707854

Exhibit C
(to Equipment Lease)

Attachment B

Schedule of Stipulated Loss Value and Termination Value

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE AS A PERCENTAGE OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE)
May 28 1993	107.20178
Nov 28 1993	108.71934
May 28 1994	108.05329
Nov 28 1994	109.00928
May 28 1995	107.79660
Nov 28 1995	108.42542
May 28 1996	106.78841
Nov 28 1996	107.20154
May 28 1997	105.21926
Nov 28 1997	105.74921
May 28 1998	103.11117
Nov 28 1998	103.34879
May 28 1999	100.46469
Nov 28 1999	100.55579
May 28 2000	97.56721
Nov 28 2000	97.54574
May 28 2001	94.64779
Nov 28 2001	94.33133
May 28 2002	91.17468
Nov 28 2002	90.97015
May 28 2003	87.73227
Nov 28 2003	86.94005
May 28 2004	82.39429
Nov 28 2004	81.47547
May 28 2005	76.80089
Nov 28 2005	75.74840
May 28 2006	70.93640
Nov 28 2006	69.74553
May 28 2007	64.81573
Nov 28 2007	63.49778
May 28 2008	58.41337
Nov 28 2008	56.91341
May 28 2009	51.77266
Nov 28 2009	50.25437
May 28 2010	45.10356
Nov 28 2010	43.57689
May 28 2011	38.44219
Nov 28 2011	36.93493
May 28 2012	31.84743
Nov 28 2012	30.31423
May 28 2013	25.00000

**Exhibit D
(to Equipment Lease)**

Attachment C

Schedule of Fixed Rent

Split Rent Schedule in Percentages of Purchase Price

RENT PAYMENT DATE	TOTAL RENT	ADVANCE RENT	ARREARS RENT
28 Nov 1993	2.92488522		2.92488522
28 May 1994	4.77429748		4.77429748
28 Nov 1994	2.85303556		2.85303556
28 May 1995	4.84614715		4.84614715
28 Nov 1995	2.77560317		2.77560317
28 May 1996	4.92357953		4.92357953
28 Nov 1996	2.69215429		2.69215429
28 May 1997	5.00702841		5.00702841
28 Nov 1997	2.60222143	0.29246662	2.30975481
28 May 1998	5.09696127		5.09696127
28 Nov 1998	2.50530079	0.19554598	2.30975481
28 May 1999	5.19388192		5.19388192
28 Nov 1999	2.40084941	0.09109460	2.30975481
28 May 2000	5.29833329		5.29833329
28 Nov 2000	2.30975481		2.30975481
28 May 2001	5.38942789		5.38942789
28 Nov 2001	2.30975481		2.30975481
28 May 2002	5.38942789		5.38942789
28 Nov 2002	2.30975481		2.30975481
28 May 2003	5.38942789		5.38942789
28 Nov 2003	2.82303366		2.82303366
28 May 2004	6.58707854		6.58707854
28 Nov 2004	2.82303366		2.82303366
28 May 2005	6.58707854		6.58707854
28 Nov 2005	2.82303366		2.82303366
28 May 2006	6.58707854		6.58707854
28 Nov 2006	2.82303366		2.82303366
28 May 2007	6.58707854		6.58707854
28 Nov 2007	2.82303366		2.82303366
28 May 2008	8.19146395	1.60438542	6.58707854
28 Nov 2008	1.21864824		1.21864824
28 May 2009	8.47330746	1.88622893	6.58707854
28 Nov 2009	0.93680473		0.93680473
28 May 2010	8.77793539	2.19085685	6.58707854
28 Nov 2010	0.63217681		0.63217681
28 May 2011	9.10718964	2.52011110	6.58707854
28 Nov 2011	0.30292256		0.30292256
28 May 2012	9.41011220	2.82303366	6.58707854
28 Nov 2012	0.00000000		
28 May 2013	6.58707854		6.58707854

Schedule 2
(to Lease Supplement No. 1 and
Lease Supplement No. 2)

**Schedule of
Stipulated Loss Value
and Termination Value**

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE AS A PERCENTAGE OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE)
May 28 1993	107.20178
Nov 28 1993	108.71934
May 28 1994	108.05329
Nov 28 1994	109.00928
May 28 1995	107.79660
Nov 28 1995	108.42542
May 28 1996	106.78841
Nov 28 1996	107.20154
May 28 1997	105.21926
Nov 28 1997	105.74921
May 28 1998	103.11117
Nov 28 1998	103.34879
May 28 1999	100.46469
Nov 28 1999	100.55579
May 28 2000	97.56721
Nov 28 2000	97.54574
May 28 2001	94.44779
Nov 28 2001	94.33133
May 28 2002	91.17468
Nov 28 2002	90.97015
May 28 2003	87.73227
Nov 28 2003	86.94005
May 28 2004	82.39429
Nov 28 2004	81.47547
May 28 2005	76.80089
Nov 28 2005	75.74840
May 28 2006	70.93640
Nov 28 2006	69.74553
May 28 2007	64.81573
Nov 28 2007	63.49778
May 28 2008	58.41337
Nov 28 2008	56.91341
May 28 2009	51.77266
Nov 28 2009	50.25437
May 28 2010	45.10356
Nov 28 2010	43.57689
May 28 2011	38.44219
Nov 28 2011	36.93493
May 28 2012	31.84743
Nov 28 2012	30.31423
May 28 2013	25.00000